

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF OHIO
3 WESTERN DIVISION, CINCINNATI
4
5 EVERETT W. WHISMAN, et al.: Case No. C-1-02-406
6 Plaintiffs, : Judge Beckwith
7 V. : Magistrate Sherman
8 ZF BATAVIA, LLC, et al., :
9 Defendants. :

10 Deposition of DENA M. STEVENS, taken on
11 Friday, August 22, 2003, commencing at 2:53 p.m.,
12 at the offices of Baker & Hostetler LLP, 312 Walnut
13 Street, Suite 3200, Cincinnati, Ohio, before
14 Susan M. Barhorst, Notary Public.

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11 On behalf of Defendant Ford Motor Company:

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14

15 Cross-Examination

16 by Mr. Hunter 4, 64

17 by Mr. VanWay 52

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1	STEVENS' DEPOSITION EXHIBITS	MARKED/IDENTIFIED
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1 DENA M. STEVENS

2 being first duly sworn, testified as follows:

3 CROSS-EXAMINATION

4 BY MR. HUNTER:

5 Q. Would you please state your name for
6 the record?

7 A. Dena M. Stevens.

8 Q. Ms. Stevens, your current address?

9 A. 13706 St. Rt. 41, West Union, Ohio
10 45693.

11 Q. Ms. Stevens, you've been here today at
12 least through part of Ms. Blanco's deposition. I
13 don't remember if you were here for Mr. Stegmann.
14 But I think you understand generally the process
15 for today?

16 A. Yes, I do.

17 Q. I'm going to do my best to answer --
18 ask clear and concise questions. If at any point
19 in time you can't hear me, you don't understand the
20 question, I mumble or for whatever reason, again,
21 you just can't -- feel -- don't feel you can fairly
22 answer the question, I want you to stop me and let
23 me know.

24 A. Okay.

1 Q. Is there anything today, in terms of a
2 personal issue or otherwise that would prevent you
3 from being able to go forward with the deposition?

4 A. No.

5 Q. Have you ever been deposed before?

6 A. About 20-some years ago on a divorce.

7 Q. Okay. Other than that, have you ever
8 been deposed?

9 A. No.

10 Q. You ever been involved in any
11 litigation of any type?

12 A. Yes.

13 Q. Other than a divorce?

14 A. Yes.

15 Q. What litigation would that be?

16 A. I don't know if you would call it a
17 litigation. Allegation, how about that?

18 Q. Okay. What did that relate to?

19 A. Well, how about a dissolution? Is
20 that --

21 Q. Oh, yeah.

22 A. That would be -- -

23 Q. Yeah, okay. So it was either a
24 divorce or dissolution?

1 A. Yeah.

2 Q. All right. Other than a family law
3 type issue, have you been involved in any
4 litigation?

5 A. Yes.

6 Q. Okay. What litigation would that be?

7 A. I brought suit and dropped it, how's
8 that?

9 Q. Okay. Can you give me a little more
10 detail, brought suit against who for what?

11 A. Against a person for money.

12 Q. Money that you lent them?

13 A. No, that was -- that was owed me and
14 then I dropped it.

15 Q. How long ago was that?

16 A. Just recently. It was due to divorce
17 and then I ended up dropping it.

18 Q. All right.

19 A. Again, it was due to divorce.

20 MR. SIMON: He doesn't want to know
21 any family law related --

22 THE WITNESS: Right, that's all
23 that --

24 MR. SIMON: All right, okay.

1 Q. All right. Other than family, marital
2 law, just not had any litigation experience?

3 A. No.

4 Q. Okay. If I use the term "Ford
5 transitional," do you have an understanding as to
6 what I mean by that, in terms of Ford transitional
7 employees?

8 A. Someone that was formerly a Ford
9 person that went to ZF.

10 Q. Okay. And do you consider yourself a
11 Ford transitional?

12 A. Yes.

13 Q. And prior to coming over to ZF, how
14 long had you been with Ford?

15 A. 20 years.

16 Q. Do you recall what you hired into Ford
17 as?

18 A. Accounting clerk.

19 Q. Was that a salaried position?

20 A. Yes.

21 Q. After accounting clerk, what did you
22 do with Ford?

23 A. I was in systems for 20 years. Well,
24 19 something.

1 Q. What do you mean by "systems"?

2 A. Data processing, ITU -- you know, as
3 it evolved.

4 Q. Were all of those positions salaried?

5 A. Mm-hmm, yes.

6 Q. Just prior to coming over to ZF
7 Batavia, what position did you hold?

8 A. Technical support analyst.

9 Q. In systems?

10 A. Yes.

11 Q. During your tenure with Ford in those
12 salaried positions, did you always receive overtime
13 compensation?

14 A. Yes.

15 Q. Were you ever subject to any
16 disciplinary action or anything like that --

17 A. No.

18 Q. -- during your tenure at Ford? No?

19 A. Na-huh.

20 Q. Okay. I heard a great deal of
21 testimony about certain representations or promises
22 that various Ford transitionals feel were made to
23 them prior to joining the joint venture. Are you
24 aware of those issues?

1 A. Yes.

2 Q. Can you give me kind of a laundry list
3 of your concerns?

4 A. Vacation purchase.

5 Q. Okay.

6 A. Sick, personal leave.

7 Q. Okay.

8 A. Bereavement, AIP and overtime.

9 Q. Are you one of those folks that has
10 five weeks vacation?

11 A. Yes.

12 Q. So you would have purchased --

13 A. The first year I was able to purchase
14 an extra week, and then I was unable to.

15 Q. Okay. We've also talked about a
16 number of meetings that were held with the Ford
17 transitionals, in terms of informational meetings
18 regarding the joining of the joint venture. Did
19 you attend any of those meetings?

20 A. Yes, I did.

21 Q. Which meetings, if you can tell me,
22 did you attend?

23 A. Well, I can remember one in the
24 cafeteria.

1 Q. Okay.

2 A. Maybe another in the cafeteria.

3 That's all that I can recall.

4 Q. Do you remember the date of the
5 meeting in the cafeteria?

6 A. No, I don't remember the date.

7 Q. Could it have been around May 27th of
8 1999?

9 A. I would have to say so.

10 Q. And my understanding is there were two
11 meetings on that date, one in the morning; one in
12 the afternoon.

13 A. I attended the morning.

14 Q. Now, prior to May 27th of 1999, had
15 you attended any meetings regarding your joining
16 the joint venture?

17 A. With someone else? Is that what
18 you're saying?

19 Q. No. Did you attend any other meetings
20 prior to May 27th regarding your joining the joint
21 venture?

22 A. Just the one in the cafeteria.

23 Q. Okay. But that was on May 27th,
24 right?

1 MR. SIMON: He's asking is there any
2 meeting that you can recall that you went to before
3 May 27.

4 A. I just remember the ones in the
5 cafeteria that we had. No, I don't.

6 Q. I've heard about an announcement that
7 was made in October or so --

8 A. The big giant plant, one with the big
9 video with Jacques Nasser, that was it.

10 Q. Okay. That was more, what I would
11 gather, like a press conference?

12 A. Yeah --

13 Q. Okay.

14 A. -- the big announcement, yeah, the
15 shocker.

16 Q. Okay. Did you see --

17 A. Yes, I did.

18 Q. -- the announcement up there on the
19 screen? When you made your decision to come over
20 to the joint venture, did you consider anything
21 that was said in that announcement in October of
22 1998?

23 A. Did I consider it? In what regards?

24 Q. In regards to your decision to join

1 the joint venture.

2 A. My decision was already made to join
3 the joint venture, to -- to when an offer was made,
4 I had already decided because what was presented in
5 this meeting in the cafeteria because it was going
6 to be like Ford. I was losing nothing, only health
7 care benefits basically is what I had thought.

8 Q. Okay.

9 A. The overtime was going to be paid at
10 the same rate, they said. We were going to get AIP
11 bonus based on the plant's performance.

12 Q. All right. Well, let's try it this
13 way. In terms of the meeting on the 27th, do you
14 remember who spoke?

15 A. Karl Kehr was there. I remember Mark
16 Bugajski. I remember some people from up north,
17 Ford. I don't remember who they were. I can't
18 name names. I think Mike Warden was there. That's
19 about all I can remember. Some HR people. I don't
20 know their names.

21 Q. Did -- do you remember getting any
22 handouts at that meeting on the 27th?

23 A. There were no handouts. There were
24 slides.

1 Q. Okay. Do you remember subsequent to
2 the meeting getting any handouts?

3 A. No.

4 Q. No, okay. Are there any specific
5 comments that you can attribute to Mr. Kehr or
6 Mr. Bugajski that stick out in your mind from that
7 May 27th meeting?

8 A. Comments from him?

9 Q. From them, by them, that they made.

10 A. Other than this is a positive thing,
11 the big sales pitch that they would would be
12 selling the new company. Yeah, join, join type of
13 stuff, nothing specific.

14 Q. Do you remember any discussions at the
15 May 27th meeting regarding overtime or any
16 statements regarding overtime?

17 A. The meeting in the cafeteria?

18 Q. Mm-hmm.

19 A. They had slides up there.

20 Q. Okay.

21 A. And those slides had up there the
22 overtime rates. You would be paid these overtime
23 rates. And they had salary bands. They were going
24 from grade -- salary grades to salary bands. I

1 remember that.

2 Q. Okay.

3 A. And they had retirement plan type of
4 stuff up there.

5 Q. With respect to the rates, what was
6 your understanding as to those overtime rates, that
7 that's when you started, that's what the rate was
8 that you were going to be paid?

9 A. Yes.

10 Q. Do you remember any other statements
11 about overtime?

12 A. That we would be paid at the same rate
13 as Ford was being paid at --

14 Q. At that time?

15 A. -- in regards to overtime.

16 Q. But was that at that time or in the
17 future?

18 A. I can't specifically say that, at that
19 time. I just know they had a chart up there and
20 they're saying you will be paid at the same rate of
21 Ford's overtime. They had blah, blah, blah, 42.50,
22 39.75 or whatever the heck it is, I don't know.
23 And will be continued to be paid at this rate.

24 Q. So you would continue to be paid at

1 that rate that they put up on the slide?

2 A. I can't say yes or no to that.

3 Q. Do you remember anything else about
4 the statements about overtime?

5 A. No.

6 Q. Are there any specific statements that
7 you can remember with respect to vacation?

8 A. That we could buy or sell vacation.

9 Q. How much?

10 A. And that I was allowed to keep my five
11 weeks if I had my 20 years in by such and such date
12 and I was so happy about that.

13 Q. Do you remember any other statements
14 regarding vacation?

15 A. Nope.

16 Q. Do you remember any of the discussion
17 about AIP?

18 A. That we would -- that it would be
19 based on plant performance.

20 Q. Was there any indication as to what --
21 or how plant performance would be measured?

22 A. By the deliverables.

23 Q. Was it your understanding that those
24 measures or measurables could change over time?

1 A. The deliverables?

2 Q. Mm-hmm.

3 A. I think deliverables could change.

4 Q. The way you've said that leads me to
5 believe there's something you think can't change?

6 A. Well, deliverables always change.

7 Q. Okay.

8 A. Not always. I shouldn't say always
9 or never. I should -- deliverables can change.

10 Q. I guess I'm going to ask the same
11 question.

12 A. Measurements change.

13 Q. Okay. It was safe to say, then, that
14 the AIP, the determination of AIP was subject to
15 change?

16 MR. SIMON: Objection, vague and
17 ambiguous. You can answer.

18 A. They said we would be given an AIP
19 bonus based on the plant deliverables, whichever
20 way the deliverables or how they're measured.

21 Q. Okay. Any other --

22 A. Deliverables can change.

23 Q. Any other statements you can remember
24 with respect to AIP?

1 A. No, no.

2 Q. Do you remember any specific
3 statements as to sick and personal days?

4 A. That we would have five.

5 Q. When you were at Ford, how many sick
6 or personal days did you have?

7 A. Five.

8 Q. Did you understand that the number of
9 sick and personal days was subject to change?

10 A. Not to my knowledge.

11 Q. Does that mean you don't remember
12 anybody making any statements about that or --

13 A. They just said that you would have
14 this many.

15 Q. Did they say that you have this many
16 forever or that, again, it would be -- when you
17 start here, you're going to have five personal
18 days?

19 A. They just said that you would have
20 this many.

21 Q. Any other statements?

22 A. I'd have to believe what they said.

23 Q. Okay. Any other statements that you
24 can recall with respect to personal days?

1 A. No.

2 Q. Bereavement, do you remember any
3 statements regarding bereavement?

4 A. Three, three days bereavement.

5 Q. Any other details with respect to
6 bereavement?

7 A. Na-huh.

8 Q. And as I asked before, did they make
9 any statement that you would have three bereavement
10 days forever?

11 A. No. They just said bereavement was
12 set at three days.

13 Q. With respect to the vacation time, do
14 you remember, did they say that you could always
15 buy a week of vacation or just that, again, when
16 you started you could buy a week of vacation?

17 A. They said I will have the option to
18 buy or sell.

19 Q. Did they say that you would have the
20 option to buy or sell forever?

21 A. I can't say that they said that or
22 not. They said I will have the option.

23 Q. Okay. We've had a lot of discussion
24 with the various Ford transitional employees that

1 are plaintiffs in this instance about a concept
2 that I would refer to as casual time. Are you
3 familiar with the concept of casual time?

4 A. Yes.

5 Q. What does that mean to you? And I
6 guess I want to talk about it in the context of
7 your employment with Ford from those 20 years.
8 What is casual time?

9 A. Just putting in free time to the
10 company in excess of eight hours.

11 Q. Basically time at work for which you
12 are not paid --

13 A. Right.

14 Q. -- overtime compensation?

15 A. Right.

16 Q. I've heard varying positions with
17 respect to overtime -- or I'm sorry, casual time.
18 Some folks have said, yeah, 15 to 30 minutes
19 beginning of shift, end of shift; some folks have
20 said less.

21 Can you quantify for me what your
22 understanding was with respect to the amount of
23 casual time that was expected at Ford?

24 A. My job at Ford wasn't required to be

1 there 30 minutes prior or after --

2 Q. Okay.

3 A. -- 'cause I was in the administration
4 building, so that really didn't apply to me very
5 much.

6 Q. When you came over to Batavia -- I'm
7 sorry, ZF Batavia, did you have an understanding or
8 an expectation with respect to casual time?

9 A. Are you saying that do I -- did I
10 expect them -- for me to work extra time for
11 nothing?

12 Q. Mm-hmm.

13 A. Nope.

14 Q. But you knew casual time existed at
15 Ford, correct?

16 A. As far as I know, it didn't exist at
17 Ford.

18 Q. I'm sorry. It did or it didn't?

19 A. It did not.

20 Q. I thought you told me that you knew
21 casual time existed, but just not in your
22 department?

23 A. No. What I'm trying to say, it did
24 not apply to me. I didn't have to work casual. No

1 one asked me to come in early. They didn't ask
2 those other people to give casual time. They said
3 it would be nice for them to come in early and to
4 stay late, just to make the transition -- or to
5 make the transition easier between jobs. It wasn't
6 required of them. I bet you if they put it down,
7 it probably would have gotten paid through Ford.

8 Q. All right. When you came over to
9 Batavia, what -- or ZF Batavia, what did you hire
10 on as?

11 A. Something like an SAP launch
12 coordinator in the logistics area, something like
13 that.

14 Q. That was not a production position,
15 was it?

16 A. No.

17 Q. I note on your hire letter, it was --
18 I saw a production control associate?

19 A. They quickly changed that, like within
20 a couple weeks.

21 Q. Okay. Because I would assume that a
22 production control associate was somebody out on
23 the floor?

24 A. No.

1 Q. All right. So within a couple weeks
2 of getting to Batavia, your job classification
3 changed?

4 A. Within I -- within, I'd say, two
5 months.

6 Q. Did that surprise you?

7 A. Yes, it did.

8 Q. Was that change a good change or a bad
9 change?

10 A. Can't really say. I don't know.

11 Q. Did your compensation change at all?

12 A. My work compensation?

13 Q. The amount of money that you received
14 for your job.

15 A. No.

16 Q. At what point in time did you decide,
17 hey, I'm going to go over and take a job at the new
18 joint venture?

19 A. When I got offered that position. I
20 had to interview for that position.

21 Q. Did the interview for the position,
22 who did that interview?

23 A. Dave Longridge.

24 Q. Anybody else?

1 A. No.

2 Q. Was the interview with Mr. Longridge
3 before or after the May 27th meeting in the
4 cafeteria?

5 A. Before, I'd have to say.

6 MR. SIMON: If you don't know, don't
7 guess. I mean, if you know, you know.

8 A. I don't. I can't say clearly.

9 Q. Do you remember in the meeting -- is
10 it Longridge?

11 A. Longridge.

12 Q. I don't think I've heard that name
13 before. Was he at ZF or Ford --

14 A. No, he's Ford. He's in Detroit
15 somewhere, I think. Do you know, Herb?

16 MR. SIMON: Herb is not answering
17 questions today.

18 THE WITNESS: Okay.

19 Q. With respect to Mr. Longridge, why did
20 he -- any idea why he interviewed you or --

21 A. He was the materials manager at the
22 time.

23 Q. At that time, all right. Do you
24 remember the nature of the discussion that you had

1 with Mr. Longridge at the interview?

2 A. Well, he was interviewing me for a SAP
3 launch coordinator of the material logistics area
4 because the technical support analyst job was being
5 replaced by contract people. And they thought that
6 would be a very good fit for me, coming from
7 systems.

8 Q. And with respect to your meeting with
9 Mr. Longridge, did you talk about salary or
10 compensation or other benefits?

11 A. Not at that time.

12 Q. Did he make a job offer to you at the
13 time of the interview?

14 A. Not at that time.

15 Q. And I think you told me, based on the
16 interview, you did decide to go with ZF Batavia?

17 A. When they said that I had a job in
18 logistics or with him, and that it would be at the
19 same whatever -- rate, and that's when I said, oh,
20 yes.

21 Q. You sound kind of in a sense anxious
22 or whatever to come over or was it to leave Ford
23 or -- I mean, you don't sound like there was a
24 great deal of hesitation on your part to make the

1 move. Is that a fair assessment of your testimony
2 or --

3 MR. SIMON: You can answer.

4 A. At the time, I was married to Rick
5 Ervin.

6 Q. Okay.

7 THE WITNESS: And should I go there?

8 MR. SIMON: Well, you have to answer
9 truthfully. All they want to know was -- he asked
10 about the assessment of your testimony. That's all
11 he's asking, so answer that question.

12 A. And it was based on his decision also.
13 And, yes, he was made an offer and I was made an
14 offer.

15 Q. All right. I think -- so what you're
16 telling me is and I understand that you and
17 Mr. Ervin are now divorced, dissolution or
18 whatever. You joined ZF Batavia, in part, because
19 your husband at that time joined ZF Batavia?

20 A. Yes.

21 Q. Was that the primary reason that you
22 joined over to ZF Batavia?

23 A. No.

24 Q. If you can tell me, what was the

1 primary reason you joined ZF Batavia?

2 A. To have a job.

3 Q. Well, you hadn't been told you were
4 going to be let go by Ford, were you?

5 A. How would I have a guarantee that I'd
6 have a job? What if I had to relocate to Nebraska
7 and my husband in -- in Batavia?

8 Q. I think that comes back to, then, the
9 primary reason you came to Batavia was because your
10 husband had a job at ZF Batavia. I'm not trying to
11 be difficult, but --

12 A. Well, you'd like to work, stay at the
13 same place, yes.

14 Q. Do you remember when Rick got the
15 offer from ZF Batavia?

16 A. No.

17 Q. Was it before the May 27th meeting, if
18 you know?

19 A. I can't recall, but I know he had an
20 offer.

21 Q. And you know he had an offer before
22 you signed on?

23 A. I can't say that.

24 Q. I thought you said -- actually I

1 thought you did already.

2 MR. SIMON: Don't just -- don't guess.

3 If you know, you know.

4 A. He had an offer --

5 MR. SIMON: Hold on a second. Hold on
6 a second. If you know, you know, answer it. If
7 you're guessing, say you're guessing.

8 A. I wouldn't -- I would not take an
9 offer if I didn't know he had an offer --

10 Q. Okay.

11 A. -- okay? I would not accept an offer
12 if I knew he didn't have an offer, okay?

13 Q. Do you believe you would have accepted
14 the offer if he had -- strike that.

15 Was it a condition preceding to you
16 signing your offer that Rick signed his offer as
17 well?

18 A. Condition to who?

19 Q. A condition preceding, meaning if Rick
20 had only had an offer, but hadn't signed it yet,
21 would you have signed your offer?

22 A. Yes.

23 Q. And I think the expectation was then
24 that Rick certainly was going to sign his so that

1 you both ended up at the same plant?

2 A. Mm-hmm.

3 Q. To the extent you know, did you and
4 Rick talk about the fact that it was important for
5 both of you to work at the same plant?

6 A. At that time?

7 Q. Yes, ma'am.

8 A. Yes.

9 Q. And so the fact that you had accepted
10 an offer on June 4th of 1999 would have been very
11 important to Rick Ervin as of June of 1999,
12 correct?

13 MR. SIMON: Objection, speculation.

14 Q. That means you still have to answer,
15 Ms. Stevens.

16 A. Yes.

17 Q. All right. So it would have been
18 important to him because you and he had discussed
19 it?

20 A. Yeah.

21 MR. SIMON: Let me make an objection
22 here. I don't want to waive the marital
23 communication privilege because Mr. Ervin isn't
24 here to waive it. So I am asserting the privilege

1 for the purpose of the deposition regarding
2 conversations you had with Mr. Ervin.

3 MR. HUNTER: Well, I understand that
4 at this point, but, I mean, part of it has already
5 come in, so --

6 MR. SIMON: Well, I think you asked if
7 they had conversations, but we're -- I'm asserting
8 the privilege regarding communications she had with
9 Rick while they were married and instruct her not
10 to answer those questions.

11 Q. All right. At some point in time you
12 received an offer from ZF Batavia, correct?

13 A. Mm-hmm.

14 Q. Do you remember physically how you got
15 that? Was it mailed to you, somebody bring it down
16 to you?

17 A. I don't remember.

18 Q. Any recollection as to when you
19 received it?

20 A. May.

21 Q. After the May 27th meeting?

22 A. I don't remember.

23 Q. And I guess I should clarify. Did you
24 go to any meetings after the May 27th meeting? And

1 I say "any meetings." Any meetings regarding your
2 transitioning over to ZF Batavia?

3 A. I just remembered the one in the
4 cafeteria. That's all I remember.

5 Q. Okay.

6 A. That's all I can remember. I remember
7 a lot of bickering. That's all I can remember with
8 all engineers and all --

9 Q. A lot of bickering at the meeting?

10 A. Yeah.

11 Q. Do you remember what they were
12 bickering about?

13 A. Benefits and this and that. Thinking,
14 what are they bickering about? We're not losing a
15 whole lot.

16 Q. You're not losing a whole lot?

17 A. Yeah, health care. It's going to be
18 the same.

19 Q. Do you remember, once you got the
20 offer from ZF Batavia, did you sign it right away?

21 A. Pretty much.

22 Q. Did you have any questions about the
23 offer that you received?

24 A. Probably who I'd be working for, what

1 I'd be doing, those type of questions.

2 Q. Did you have any questions about what
3 your compensation would be?

4 A. They explained that in the meeting.

5 Q. I think that means, no, you had no
6 questions?

7 A. Right.

8 Q. I mean, they didn't specifically know
9 in the meetings, say, Ms. Stevens, you're going to
10 be paid \$4,600 a month or anything like that, did
11 they?

12 A. Well, they handed me that paper when
13 they made me the offer.

14 Q. Okay. Prior to receiving the offer,
15 had you had any discussions with anyone about what
16 Dena Stevens' compensation would be at the joint
17 venture?

18 A. Mean my salary and stuff?

19 Q. Mm-hmm.

20 A. I might have talked to someone about
21 you'll be making the same salary and you'll be
22 getting a -- whatever, a sign-on bonus. And they
23 don't know what that is. That's all I remember.

24 Q. When you received the offer letter, do

1 you remember, did you receive anything else with
2 that?

3 A. A tri-fold.

4 Q. Okay. And remembering now that you
5 received the tri-fold, again, any chance you
6 remember whether you received that in the mail or
7 otherwise?

8 A. I received it with Dave Longridge.

9 Q. From Dave Longridge?

10 A. Yeah.

11 Q. Okay. Do you remember, did he come
12 out on the floor?

13 A. No, we were in his office.

14 Q. But this was not at the interview,
15 correct?

16 A. Right.

17 Q. So this was apparently a subsequent
18 meeting with Mr. Longridge?

19 A. Yeah.

20 Q. How long do you suppose that meeting
21 lasted?

22 A. Half hour, maybe 20 minutes.

23 Q. Do you remember what the nature of
24 your discussions were with Mr. Longridge in that

1 meeting?

2 A. My salary, my job, the tri-fold.

3 Q. Anything else?

4 A. Not that I can recall.

5 Q. Do you remember any specific --
6 specific comments that Mr. Longridge made regarding
7 any of those issues?

8 A. No.

9 Q. Ms. Stevens, we've handed you what's
10 been marked for identification purposes as Exhibit
11 134. I would ask that you take a moment to go
12 through that. You had a chance to review Exhibit
13 134?

14 A. Yeah.

15 Q. Have you seen that document before?

16 A. Yes, I have.

17 Q. Is that the hire letter that
18 Mr. Longridge gave to you?

19 A. Yes, it is.

20 Q. Is that your signature that appears
21 down there on the bottom left-hand side of that
22 document?

23 A. Yes.

24 Q. At the time that you signed that

1 document, did you have any questions regarding the
2 document?

3 A. No.

4 Q. I think you told me as well that you
5 reviewed the gray brochure, Exhibit Number 2, with
6 Mr. Longridge?

7 A. Yes. I remember him showing me this
8 brochure.

9 Q. Did you read the brochure at that time
10 with Mr. Longridge?

11 A. No, not the whole thing.

12 Q. Well, what parts did you read?

13 A. I don't remember. I'm sure I looked
14 at salary and AIP and I probably looked at vacation
15 buy and sell. And I didn't look at the tuition
16 because I already went through college. I saw
17 United Health Care. That's probably about all I
18 looked at. AIP, I made sure that was in there.
19 Merit increase program, I made sure that was in
20 there. Salary, yep. Overtime, yep. Looked at --
21 saw the retirement program was in there, probably
22 it. Holidays.

23 Q. Why wouldn't you read the entire
24 document?

1 A. Probably at that time -- I don't know,
2 just didn't.

3 Q. Did you not consider the document
4 important?

5 A. I considered it important, but at that
6 time, probably not. I -- well, I'll wait till I
7 get home to read it.

8 Q. Okay. Would it be safe to say, then,
9 that you didn't rely on the document in making
10 decisions to join the joint venture?

11 A. No. I would say this is a legal
12 document. It is a document.

13 Q. Okay. But I guess what I asked you,
14 Ms. Stevens, was, if you didn't read the document,
15 how could you rely on the document?

16 MR. SIMON: Objection. That
17 mischaracterizes her testimony. You can answer.

18 A. I was just worried about the things
19 that were important to me at that time, which was
20 the vacation, the sick days, the AIP, the merit,
21 the retirement, the salary, the overtime. I wanted
22 to make sure that was in there and that's what was
23 important to me at the time.

24 Q. If you look at page 2 of that

1 document, you'll see down on the bottom right-hand
2 side some language sandwiched between two lines.
3 Do you see that section there?

4 A. Yes.

5 Q. Do you remember, did you read that
6 language at the time?

7 A. No.

8 Q. If you didn't read that language, how
9 do you know that it didn't apply to those things
10 that were important to you?

11 MR. SIMON: Objection, argumentative.
12 You may answer.

13 A. I didn't read it.

14 Q. Pardon me?

15 A. I don't remember reading it.

16 Q. Could you take a minute while we sit
17 here today and read that language for me, please?

18 A. Okay.

19 Q. As we sit here today, if you had read
20 that language back in 1999, the time you read the
21 rest of the brochure, would that have caused you to
22 have any concerns about that brochure?

23 MR. SIMON: Objection, speculation.
24 You can go ahead and answer.

1 A. I would -- I would ask if the summary
2 plan benefit or descriptions mean the 401K and the
3 dental and the life insurance and the medical
4 'cause that's what it means to me.

5 Q. Okay. And you would feel it is
6 important to understand exactly what is meant by
7 that language down there?

8 A. Right. I would ask.

9 Q. All right.

10 A. And would I receive a summary of those
11 plans.

12 Q. With respect to your claims in this
13 case, I've received certain interrogatories that
14 set forth an amount claimed by you of \$2,920 as
15 your loss with respect to, I believe, overtime?

16 A. Casual, yeah, overtime.

17 Q. Okay. Well, and that's, I guess, is
18 my question. Is what -- how did you calculate that
19 number?

20 A. Through my time statement.

21 Q. Does that number represent basically
22 the one hour of casual time that you now work for
23 ZF?

24 A. Some days I put in nine, 10, sometimes

1 I came in on Sunday afternoons. Sometimes I came
2 in late in the afternoon, like if I -- for
3 instance, I was on a training session at
4 Sharonville and I came in after that to get some
5 work done. Worked late three or four hours that
6 night.

7 Q. And you didn't get paid --

8 A. Right.

9 Q. -- by the company?

10 A. Right.

11 Q. And so --

12 A. And I came in during the vacation
13 shutdown to check on stuff.

14 Q. And so those hours are part of that
15 \$2,920?

16 A. Right.

17 Q. Do you have any records of those
18 times?

19 A. Yes.

20 Q. Have you turned that over to your
21 attorney?

22 A. Yes.

23 Q. Is it something other than the
24 salaried time statements that you fill out for the

1 company?

2 A. Just handwritten.

3 Q. I honestly don't remember seeing those
4 from your attorney, but it's a note -- like a
5 notebook paper or something or --

6 MR. SIMON: What are you referring to
7 when you say it's handwritten, is what he's asking.

8 THE WITNESS: On those -- on those
9 questions.

10 MR. SIMON: Oh, oh, oh, oh. Well,
11 she's referring to information she gave directly to
12 me.

13 THE WITNESS: Mm-hmm. Asked --

14 MR. SIMON: Hold on. She's just given
15 me handwritten information she gave to me regarding
16 answers -- not information that was created
17 expressly to give to me, not documents that already
18 existed.

19 Q. All right. Are there any documents
20 that would identify those days or hours?

21 A. My clock rings. You can get them from
22 security.

23 Q. So you're one of those folks we heard
24 about that occasionally might go to security to

1 find out what hours they worked by pulling the card
2 rings?

3 A. You could do that, yeah.

4 Q. Did you do that?

5 A. Did I go to security, no.

6 Q. Well, how did you -- I'm not trying to
7 be difficult here, but how did you figure out what
8 days you worked or didn't work over the last couple
9 years?

10 A. I got time statements that I wrote
11 down my time that I was -- that I was there and
12 calculated from that.

13 Q. Okay. Including like those Sunday
14 afternoons for two or three hours, is that the
15 salary time statement that you've given to your
16 attorney?

17 A. No, that's not.

18 Q. Is there any document that reflects
19 that -- that afternoon, for example?

20 A. Handwritten document in my desk.

21 Q. Okay. Are there other documents in
22 your desk that are relevant to the hours --

23 A. No.

24 Q. -- that you have worked?

1 A. Security would have that through my
2 clock rings.

3 Q. I think you just told me you have a
4 handwritten note in your desk at work?

5 A. Mm-hmm.

6 Q. Okay. Is that note there today?

7 A. I just recently moved. I have not a
8 clue. I would say not.

9 Q. Did you ever give a copy of that note
10 to Mr. Simon?

11 A. No.

12 Q. Do you have other notes in your desk
13 relative to hours worked that you have not given to
14 Mr. Simon?

15 A. No.

16 Q. You only had the one?

17 A. Yes.

18 Q. With respect to the -- the overtime,
19 what is your understanding as to what you thought
20 you were going to be paid in terms of an hourly
21 rate for overtime?

22 A. The amount?

23 Q. Mm-hmm.

24 A. Whatever the flat rate would be, was

1 or is.

2 Q. Okay. And that was subject to
3 whatever the company's discretion was?

4 MR. SIMON: Objection. Calls for a
5 legal conclusion. You can answer.

6 A. What the Ford rate of overtime was at
7 the meeting, that's what I thought.

8 Q. So it would always be the same rate as
9 it was in 1999?

10 A. Can't say for sure.

11 Q. You hadn't --

12 A. I can't say for sure.

13 Q. You had no understanding, then, as to
14 what that rate would be?

15 A. It just said authorized overtime will
16 be paid and they had a slide up and it said it
17 would be paid at the Ford rate. It will be paid at
18 this Ford rate.

19 Q. And from that statement, what did you
20 understand that to mean?

21 A. It will be paid at this rate.

22 Q. And it will be paid at that rate
23 forever?

24 A. Forever, forever, ever and always. At

1 this rate, it will be paid.

2 Q. Ms. Stevens, I've handed you -- we've
3 marked for identification purposes as Exhibit
4 Number 135. I would ask that you take a moment to
5 go through that document.

6 Q. You've had a chance to review Exhibit
7 135?

8 A. Mm-hmm.

9 Q. You recognize that to be your answers
10 to certain interrogatories given to you by -- on
11 behalf of Ford Motor Company?

12 A. I'm sorry. Repeat that.

13 Q. Sure. You understand that those are
14 your answers to certain interrogatory questions
15 asked of you by Ford Motor Company?

16 A. Yes.

17 Q. And as we sit here today, does the
18 information contained within those answers to
19 interrogatories, is it still accurate and complete?

20 A. Yes.

21 Q. I direct your attention to page 6, the
22 third -- I'll call it indented paragraph. Do you
23 see that section?

24 A. Mm-hmm.

1 Q. Now, a minute ago, you told me that
2 the 1999 rate was to be paid basically forever. I
3 note in your answer to that interrogatory -- again,
4 third indented paragraph and it states, This
5 estimate does not include the loss of pay
6 attributable to ZF Batavia's failure to pay
7 overtime rates to salaried employees consistent
8 with Ford's rates as such rates have increased,
9 contrary to the promises made to the plaintiffs in
10 1999.

11 I would find your interrogatory answer
12 inconsistent with the testimony that you have given
13 today. Can you tell me what the answer is?

14 MR. SIMON: Objection. I don't know
15 what the question is.

16 Q. Well, let me try it this way. In the
17 deposition today, you testified under oath that you
18 were to be paid the 1999 rate forever and ever.

19 In your interrogatory answers, you
20 answered under oath that you have a claim for
21 damages against ZF Batavia and Ford for failure to
22 pay overtime rates on an increasing basis
23 consistent with Ford.

24 Those answers are, to my way of

1 thinking, inconsistent. Whis answer is the true
2 and accurate answer?

3 MR. SIMON: Objection.
4 Mischaracterizes your deposition testimony. Go
5 ahead and answer.

6 A. They said that we will paid at this
7 Ford rate.

8 Q. And does that mean you're going to be
9 paid at the Ford rate forever, if you know?

10 A. I would think so, yes.

11 Q. And that would be the Ford rate as it
12 changes?

13 A. I can't say yes or no. I do not know.

14 Q. Okay. You fill out a salaried time
15 statement to report your time to ZF Batavia,
16 correct?

17 A. Yes.

18 Q. Has anyone from ZF Batavia ever come
19 up to you and said, Ms. Stevens, your salaried time
20 statement does not match with the card reader
21 reports and we have a problem here or anything
22 similar to that?

23 A. No.

24 Q. Have you ever had your base pay docked

1 because of an inconsistency between your salaried
2 time statement and the card readers, card swipe
3 reports?

4 A. No.

5 Q. Are you aware of anyone in the -- at
6 ZF Batavia that that has happened?

7 A. I've just heard hearsay about Kevin
8 O'Hagan.

9 Q. Can you tell me what you've heard?

10 A. All I heard is that he had his pay
11 docked. I don't know how much or what for, other
12 than he was late and he got docked and that was it.

13 Q. Are you familiar -- have you heard of
14 a similar circumstance with respect to anybody
15 else --

16 A. No.

17 Q. -- at the facility? We've spoken
18 about a number of issues where you feel that ZF
19 Batavia has not followed through on certain
20 commitments made to you as of the May 27th meeting.

21 Other than those items we've already
22 discussed, are there any other commitments,
23 promises, whatever you wish to call them, that you
24 feel ZF Batavia made to you, that it has not

1 followed through on?

2 A. Okay. We spoke about the vacation.

3 Q. Yes, ma'am.

4 A. Okay.

5 Q. And as I understand, the vacation is
6 just the whole buy-sell issue?

7 A. Right.

8 Q. Okay.

9 A. I'm unable to buy one.

10 Q. Okay.

11 A. Okay. The bereavement issue is not an
12 issue with me. I was able to take my three days
13 when I was able to. The personal days, that was an
14 issue 'cause they reduced those. I think we do
15 have those back now 'cause I have -- you know, I
16 have a need to take those.

17 Q. If I can ask -- I don't want to throw
18 you off track. For the time period that those
19 personal days were reduced from five to three, did
20 you have a need for those additional two personal
21 days?

22 A. I'll have to say yes.

23 Q. Okay. And I didn't mean to interrupt,
24 but I wanted to clear that up as we spoke about it.

1 Okay.

2 A. AIP.

3 Q. And I think we've spoken about that
4 one. Was that you?

5 A. No.

6 Q. Jeez, it's been a long day. Let's
7 talk about AIP. Tell me about the issues with
8 respect to AIP.

9 A. Mine has been reduced.

10 Q. Okay. How was your AIP payment
11 reduced?

12 A. It was told to me that mine was
13 reduced because I was a Ford transition employee.

14 Q. And how much was that reduction?

15 A. They didn't -- they didn't tell me.
16 They just said that yours was reduced because of
17 that reason.

18 Q. And who told you that?

19 A. Rod Baker.

20 Q. And he was your supervisor at the
21 time?

22 A. Mm-hmm.

23 Q. And in terms of the AIP payment that
24 we're speaking of, what year would that have been

1 payable for?

2 A. Okay. That was not this March, last
3 March.

4 Q. So the payment made in March of 2002,
5 which would have been for calendar year 2001?

6 A. Right.

7 Q. Now, you were --

8 A. This year was for a whole different
9 reason mine -- why mine was cut.

10 Q. I was just going to ask you about your
11 2003 payment.

12 A. Right.

13 Q. Why was this year's cut?

14 A. Was because of my contribution to the
15 quality department.

16 Q. All right. Let's talk just for a
17 moment about the March 2002 payment. Beyond what
18 you've already told me about that comment from Mr.
19 Baker, do you have any other information as to why
20 your payment was, as you put it, reduced?

21 A. No.

22 Q. At the time of the March 27th (sic)
23 meeting, certainly nobody told you, Ms. Stevens,
24 you're going to receive X number of dollars for an

1 AIP payment, did they?

2 A. No.

3 Q. Certainly nobody said that you would
4 receive a fixed percentage for an AIP payment, did
5 they?

6 A. No.

7 Q. Now, with respect to the payment to be
8 made in March of 2003, you've stated that that
9 payment as well was reduced?

10 A. Yes.

11 Q. How much was that payment reduced?

12 A. I don't know what -- how much it was
13 reduced. I just know what percentage that I got.
14 Something --

15 Q. I think you told me your perception is
16 that it was reduced?

17 A. Right.

18 Q. Is that because somebody told you it
19 was reduced or how do you know it was reduced?

20 A. I asked what the average was or what
21 everyone was getting and I asked why mine was at
22 that percent or whatever.

23 Q. And who did you ask?

24 A. Rod Baker.

1 Q. And what was his answer?

2 A. It was based on your contribution to
3 the quality department.

4 Q. Did he feel that you had
5 underperformed, then, or --

6 A. I suppose so. I don't know if it was
7 up to him or upper management or what. I can't
8 say.

9 Q. Do you feel that the reduction this
10 year was in any way related to your position as a
11 Ford transitional employee?

12 A. Can't say.

13 Q. Any other issues on the AIP payment?

14 A. No.

15 Q. Maybe I better ask you, have we
16 covered everything, then, that was on your list?

17 A. I think we have. Laundry is never
18 done.

19 Q. Other than those things that we have
20 already, then, talked about, is it your -- would it
21 be safe to say that ZF Batavia has lived up to
22 whatever other commitments were made to you in May
23 of 1999?

24 A. Well, got my salary.

1 Q. Okay.

2 A. Overtime, vacation, no sick time and
3 personal, AIP.

4 MR. SIMON: Note for the record the
5 witness made a hand gesture after going through
6 vacation, personal.

7 A. Yes.

8 Q. I think the answer to my question is
9 yes?

10 A. Yes.

11 MR. HUNTER: Okay. At this point, I
12 think I will permit Mr. VanWay to ask his
13 questions.

14 MR. SIMON: Are you okay to continue?

15 THE WITNESS: That's fine.

16 MR. VANWAY: Let's take five.

17 (Off the record: 3:50 p.m. - 4:04 p.m.)

18 EXAMINATION

19 BY MR. VANWAY:

20 Q. Ms. Stevens, I know we've been in the
21 same room for quite some time now. My name's Jeff
22 VanWay. I represent Ford in this case and I have
23 just a few questions for you this afternoon. Try
24 not to keep you too much longer.

1 In your answers to interrogatories,
2 you were asked about various policy changes that
3 are at issue in this case or benefit changes that
4 are at issue in this case. And you listed the same
5 types of ones that you've testified about today and
6 you also stated in your answer that certain Ford
7 managers had authorized those changes.

8 Can you tell me what Ford managers
9 authorized the changes to the policies and benefits
10 that you've testified about today?

11 A. Ford managers that authorized the
12 changes?

13 MR. SIMON: If you know.

14 A. No, I don't know.

15 Q. Not aware of any Ford managers?

16 A. No, I don't.

17 Q. Are you aware of Ford being involved
18 with those changes at all?

19 A. No.

20 Q. Are you aware of anyone from Ford
21 approving those changes?

22 A. No.

23 Q. As far as you know, Ford had nothing
24 to do with those changes?

1 A. I don't have any proof of that.

2 Q. Okay. And when I say "those changes,"
3 you understand that I'm referring to the changes in
4 vacation, sick and personal, bereavement, AIP and
5 overtime?

6 A. Right.

7 Q. Ms. Stevens, you testified earlier
8 about things you were told with regard to AIP. In
9 the meeting that you attended on May 27th, did
10 anyone say to you that all employees would get the
11 same AIP percentage or the same AIP amount?

12 A. They said that we would be paid an AIP
13 bonus based on the plant deliverables.

14 Q. Okay. I think that's a no, but I want
15 to make sure. No one said that everyone is going
16 to get the same. That was never said, was it?

17 A. I can't say that it was said or not
18 said.

19 Q. Well, do you remember it being said?

20 A. Just based on the plant deliverables.
21 That's all that I can remember.

22 Q. Okay. So you don't remember it being
23 said?

24 A. No.

1 Q. Do you remember anything being said
2 comparing your AIP to the AIP of new hires?

3 A. No.

4 Q. You testified that, I think, within
5 two months of the time you went to ZF Batavia that
6 your job changed?

7 A. Yes.

8 Q. Was it a job change or just a title
9 change?

10 A. Job change.

11 Q. Okay. I take it from your testimony
12 today, that once you found out about the joint
13 venture, you never really seriously considered
14 staying with Ford, did you?

15 A. Yes, I did.

16 Q. At what point did you seriously
17 consider staying with Ford? I mean, my
18 understanding from your testimony was you didn't
19 want to break up the family and so you were going
20 to stay at Batavia.

21 A. I'd always wanted to stay a Ford
22 employee.

23 Q. Well, let's take it this way, then. I
24 believe you testified that your decision was

1 made -- it was a done deal in your mind after the
2 May 27th meeting; is that correct?

3 A. After I was made an offer for a job
4 position.

5 Q. Okay. Well, I thought you said that
6 as of the May 27th meeting, you had made your
7 decision that you were going to accept --

8 A. Right.

9 Q. -- the offer?

10 A. They had -- they had put the writing
11 on the wall.

12 Q. Okay. So as of May 27th, you weren't
13 seriously considering staying with Ford?

14 A. Right.

15 Q. Okay. At the time you were made the
16 offer and you were in the office with
17 Mr. Longridge, did you sign the offer letter at
18 that time?

19 A. Yes.

20 Q. Now, I know you were employed at Ford
21 for a long time.

22 A. Yes.

23 Q. 20 years, I think you told me?

24 A. Mm-hmm.

1 Q. Salary the whole time, right?

2 A. Yes.

3 Q. Never in the union?

4 A. No.

5 Q. Okay. Did you have any sort of
6 employment contract with Ford while you worked for
7 Ford?

8 A. Not that I can recall.

9 Q. Okay. And you understood that when
10 you were with Ford, your salary and benefits were
11 subject to change at the company's discretion?

12 MR. SIMON: Objection. Calls for a
13 legal conclusion.

14 A. Like health care would change, I would
15 figure.

16 Q. What about your salary, was it your
17 understanding that your salary could change
18 according to what the company determined was best?

19 MR. SIMON: Same objection. Would
20 hope that I would get merit increases.

21 Q. But my questions is, you -- I
22 understand. Your salary did change while you were
23 with Ford, right?

24 A. Yes.

1 Q. And when it changed, you didn't have
2 any input into that change, did you?

3 A. No.

4 Q. Okay. And your benefits changed when
5 you were with Ford, didn't they?

6 A. Health care benefits and that type of
7 benefits?

8 Q. Well, what are benefits to you? When
9 you hear the word "benefits," what does that mean?

10 A. Health care, dental, my contributory
11 benefits, my life insurance benefits, that type of
12 benefits.

13 Q. Okay. Did those types of benefits
14 change from time to time while you were at Ford?

15 A. Yes.

16 Q. And you didn't have any input into
17 those changes, did you?

18 A. No.

19 Q. Company made the change and told you
20 here it is, right?

21 A. Mm-hmm.

22 Q. Now, while you were with Ford, the
23 overtime rate changed from time to time as well,
24 didn't it?

1 A. Well, yes, I would have to think so.

2 I wasn't paid at the flat rate all the time.

3 Q. Okay. And the company would tell you
4 what the rate was, correct?

5 A. Yes.

6 Q. They didn't ask if it was okay with
7 you, did they?

8 A. No.

9 Q. And they made the decision and you had
10 to follow it, correct?

11 A. Yes.

12 Q. Okay. Were you employed with Ford
13 back in the early eighties? I guess you would have
14 been.

15 A. '79 I was hired in.

16 Q. Do you recall the time back in --
17 around '81, '82, that the company was doing some
18 belt tightening, if you will, and they canceled
19 some vacation days? Do you remember that
20 happening?

21 A. Yes, I do.

22 Q. When that happened, did they go to
23 employees and ask them if it was all right if they
24 canceled the vacation days?

1 A. They did not ask us.

2 Q. They just did it, right?

3 A. Right.

4 Q. Okay. Do you remember there being a
5 period of time when they stopped paying overtime
6 and went to comp instead for salaried exempt
7 employees?

8 A. I was never denied overtime pay.

9 Q. Okay. But do you remember that
10 occurring, even though it may not have happened to
11 you --

12 A. I remember --

13 Q. -- in terms of them going to --

14 A. -- talk about --

15 Q. -- comp time?

16 A. -- about it, that's it. I don't
17 remember it ever happening.

18 Q. Okay.

19 MR. SIMON: Wait for him to finish --

20 THE WITNESS: Okay.

21 MR. SIMON: -- his question before you
22 start answering.

23 THE WITNESS: Okay.

24 MR. SIMON: Thanks.

1 Q. I take it at the time you were sitting
2 through these May -- this May 27th meeting, you
3 believed what was being said, correct?

4 A. Yes.

5 Q. You believed what was being shown up
6 on the slides?

7 A. Certainly.

8 Q. You had no reason to believe that
9 those individuals were being untruthful with you,
10 correct?

11 A. Right.

12 Q. Okay. Since the time you left Ford
13 and went to ZF Batavia, your salary has gone up
14 every year, hasn't it?

15 A. Yes.

16 Q. And your W-2 wages have gone up as
17 well, correct --

18 A. Yes.

19 Q. -- compared to what they were with
20 Ford?

21 A. Yes.

22 Q. Do you know an employee by the name of
23 Eddie Adams?

24 A. No.

1 Q. My understanding is he's a -- either a
2 committeeman or he's some type -- holds some type
3 of position with the UAW out at Batavia. Does that
4 help you recognize --

5 A. Maybe he --

6 Q. -- who Eddie Adams is?

7 A. Now, maybe, yes, yeah.

8 Q. Do you recall having any conversations
9 with Eddie Adams about this lawsuit or the issues
10 in this lawsuit?

11 A. No.

12 Q. Mr. Adams has been listed by your
13 attorneys as a possible witness in this case. Do
14 you have any knowledge as to why Mr. Adams might be
15 a witness in this case?

16 A. No.

17 Q. Your lawsuit here is not only against
18 ZF Batavia, it's also against Ford. Why did you
19 file a lawsuit against Ford?

20 MR. SIMON: Objection. Calls for a
21 legal conclusion. Obviously her attorney prepared
22 the complaint. Try to answer the question.

23 Q. What's your understanding as to why
24 you have filed claims against Ford in this case?

1 MR. SIMON: Objection, to the extent
2 you're asking for attorney-client communication.
3 But without divulging those communications, Ms.
4 Stevens, you can try to answer.

5 A. Because it's a joint venture and Ford
6 has 49 percent.

7 Q. Okay. Any other reasons that you've
8 filed these claims against Ford, other than the
9 fact that Ford's the minority shareholder in the
10 joint venture?

11 MR. SIMON: Same objection.

12 A. That's all I have to say.

13 Q. Does that mean there aren't any other
14 reasons, other than those that might be attorney-
15 client privileged?

16 A. That's it, yes.

17 Q. Okay. You've testified for awhile
18 this afternoon. Other than what you've already
19 said, are there any other facts that you're aware
20 of that support any of your claims in this case
21 against either Ford or ZF Batavia?

22 A. No.

23 MR. VANWAY: I don't think I have
24 anything further, Ms. Stevens. Thank you.

1 THE WITNESS: You're welcome.

2 MR. SIMON: Off the record.

3 MR. HUNTER: I have a couple of
4 follow-up questions.

5 MR. SIMON: I'm sorry.

6 MR. HUNTER: It's been a long day.

7 EXAMINATION

8 BY MR. HUNTER:

9 Q. Ms. Stevens, in preparation for
10 today's deposition, did you look at any documents?

11 A. Yeah.

12 Q. What documents did you review?

13 A. This document.

14 Q. Exhibit Number 2?

15 A. Yes.

16 Q. Okay. Any other documents?

17 A. Four.

18 Q. And with respect to your deposition
19 today, did you have any discussions with anyone
20 else about your deposition today?

21 A. No.

22 Q. You rode over with Ms. Blanco,
23 correct?

24 A. Right.

1 Q. Didn't discuss with her at all about
2 the deposition today?

3 A. No.

4 MR. HUNTER: Okay. I have nothing
5 further.

6 MR. SIMON: Off the record at this
7 point.

8 (Deposition concluded at 4:15 p.m.)

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 Dena M. Stevens

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1 C E R T I F I C A T E

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3 STATE OF OHIO :

4 : SS

5 COUNTY OF HAMILTON :

6

7 I, Susan M. Barhorst, a Notary Public in
8 and for the State of Ohio, duly commissioned and
9 qualified, do hereby certify that prior to the
10 giving of this deposition the within-named DENA M.
11 STEVENS was by me first duly sworn to testify the
12 truth, the whole truth, and nothing but the truth;
13 that the foregoing pages constitute a true,
14 correct, and complete transcript of the testimony
15 of said deponent, which was recorded in stenotypy
16 by me, and on the 27th day of October 2003 was
17 submitted to counsel for deponent's signature.

18 I further certify the within deposition was
19 duly taken before me at the time and place stated,
20 pursuant to the Federal Rules of Civil Procedure;
21 that I am not counsel, attorney, relative or
22 employee of any of the parties hereto, or their
23 counsel, or financially or in any way interested in
24 the within action, and that I was at the time of

1 taking said deposition a Notary Public in and for
2 the State of Ohio.

3 IN WITNESS WHEREOF, I have hereunto set my
4 hand and notarial seal at Cincinnati, Ohio, this
5 27th day of October 2003.

6

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9 Susan M. Barhorst, Notary Public
10 in and for the State of Ohio.
11 My commission expires
12 February 18, 2004

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